

**CONTRACT NO.**

**58459**

CONTRACT NO.

**58459**

**STATE OF HAWAII  
CONTRACT FOR HEALTH AND HUMAN SERVICES  
COMPETITIVE PURCHASE OF SERVICES  
(RFP No.: PSD 09-CPS/SA-40)**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_

July 1, 2009, between the \_\_\_\_\_

Department of Public Safety

*(Name of state department, agency, board or commission)*

State of Hawai'i ("STATE"), by its Director

*(Title of person signing for the STATE)*

whose address is:

919 Ala Moana Boulevard, Room 400

Honolulu, Hawaii 96814

and T. J. Mahoney & Associates, Inc.

*(Name of PROVIDER)*

("PROVIDER"), a Non-profit Corporation

*(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)*

under the laws of the State of Colorado whose business street address and taxpayer identification numbers are as follows:

Business street address:

3900 Paradise Road, Suite 257

Las Vegas, Nevada 89169

Mailing address if different than business street address:

same as above

Federal employer identification number: \_\_\_\_\_

Hawai'i general excise tax number: \_\_\_\_\_

**RECITALS**

A. This Contract is for a competitive purchase of services (a "Competitive POS"), as defined in section 103F-402, Hawai'i Revised Statutes ("HRS"), and Hawai'i Administrative Rules ("HAR") chapter 3-143.

B. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

CONTRACT NO. \_\_\_\_\_

C. Money is available to fund this Contract pursuant to:

- (1) Act 158, SLH 2008, in the amount of \$900,090.00, or  
*(Identify state sources)* *(state funding)*
- (2) \_\_\_\_\_, in the amount of \_\_\_\_\_, or both.  
*(Identify federal sources)* *(federal funding)*

D. The STATE is authorized to enter into this Contract pursuant to:  
Hawaii Revised Statutes, Chapter 353C-2

*(Legal authority for Contract)*

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

- ☒ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;
- ☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;
- ☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;
- ☐ other evidence of authority to sign:  
\_\_\_\_\_

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any Special Conditions of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the PROVIDER agree as follows:

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

CONTRACT NO. \_\_\_\_\_

2. Time of Performance. The PROVIDER shall provide the Required Services from \_\_\_\_\_ July 1, 2009 or the commencement date stated on the Notice to Proceed for a twelve month period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated in a total amount for all required services not to exceed:

NINE HUNDRED THOUSAND, NINETY AND NO/100

DOLLARS (\$ 900,090.00), which amount includes all fees and costs incurred and any federal, state and local taxes, at the time and manner set forth in Attachment "3" to this Contract, which is hereby made a part of this Contract.

4. Certificate of Exemption from Civil Service. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

6. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the STATE shall be sent to:

Department of Public Safety, Administrative Services Office – Purchasing and Contracts

919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

CONTRACT NO. \_\_\_\_\_

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures below.

STATE \_\_\_\_\_  
By Clayton A. Frank  
(Signature)

Print Name Clayton A. Frank

Print Title Director

Date 7/1/09

CORPORATE SEAL  
(if available)

FUNDING AGENCY (to be signed by head of funding  
agency if other than the Contracting Agency)

By \_\_\_\_\_  
(Signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

PROVIDER T.J. Mahoney & Associates, Inc.

By K. B. Lenhard  
(Signature)

Print Name K. B. Lenhard

Print Title Vice President

Date 6-15-09

APPROVED AS TO FORM:

[Signature]  
Deputy Attorney General

**MINUTES OF THE ANNUAL MEETING OF  
THE BOARD OF DIRECTORS OF  
T.J. MAHONEY & ASSOCIATES, INC.**

The 2008 annual meeting of the Board of Directors (the "Board") of T.J. Mahoney & Associates, Inc., a Nevada corporation (the "Corporation"), was held in Park City, Utah, on November 28, 2008, commencing at 7:00 p.m.

Attending the meeting in person were Malee Mahoney, Director and President, Rena M. Lenhard, Director, and Bernadette Sullivan, Director. Kirk B. Lenhard, Secretary, Treasurer, and Executive Vice-President of the corporation was also present. All directors of the Corporation participated in the meeting.

Upon motion duly made, seconded and unanimously carried, the directors elected Malee Mahoney as Chairman to preside over the meeting and the Chairman then selected Kirk B. Lenhard as Recording Secretary to take and prepare the minutes of the meeting.

The first order of business to be considered by the Board was a review of the activities of the Corporation since the last annual meeting. All action taken by the officers of the Corporation were also reviewed. After consideration thereof, on motion duly made and seconded, it was unanimously

RESOLVED, that all acts and deeds of the individual officers of the Corporation performed since the last annual meeting of the Board of Directors on behalf of the Corporation be, and the same are hereby confirmed, ratified and approved whether or not said acts and deeds are recorded in the minutes of the official minute book of the Corporation.

The Chairman stated that the next order of business to be considered by the Board was the election of officers for the ensuing year. Upon motion made, seconded and unanimously carried, the Board nominated the following individuals to serve as officers for the ensuing year and until their successors are elected and qualified:

Malee Mahoney, President  
Kirk B. Lenhard, Secretary  
Kirk B. Lenhard, Treasurer  
Kirk B. Lenhard, Executive Vice-President

The Chairman then presented the following resolutions for consideration. Upon motions duly made, seconded and unanimously carried, the following resolutions were adopted:

RESOLVED, that Kirk B. Lenhard be, and hereby is, authorized, empowered and directed, on behalf of the Corporation, to conduct and manage the general business affairs of the Corporation, including, but not limited to, the operation of

each of the Corporation's facilities and the supervision of the directors of each such facility. Kirk B. Lenhard is further authorized and empowered and directed to take any and all such actions and to execute and deliver any and all such other documents as may be necessary or advisable in his opinion to effectuate, consummate and comply with the purposes and intent of the foregoing resolution; it is further

RESOLVED, that Kirk B. Lenhard be, and hereby is, authorized, empowered and directed, on behalf of the Corporation, to set the salaries for management and staff at each of the facilities; it is further

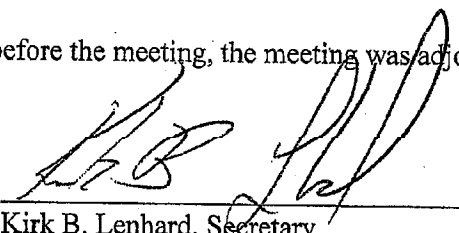
RESOLVED, that Kirk B. Lenhard be, and hereby is, authorized, empowered and directed, on behalf of the Corporation, to set performance bonuses for management and staff based upon the financial performance of the Corporation as a whole and each facility; it is further

RESOLVED, that Kirk B. Lenhard be, and hereby is, authorized, empowered and directed, on behalf of the Corporation, to negotiate a new Contract with the State of Hawaii, Department of Public Safety; it is further

RESOLVED, that Kirk B. Lenhard hereby is, authorized, empowered and directed, on behalf of the Corporation, to negotiate, execute and deliver any and all documents or agreements of the Department of Public Safety of the State of Hawaii, including, but not limited to, contracts, amendments to contracts, requests for proposals, and contract addendums; it is further

RESOLVED, that Kirk B. Lenhard hereby is, authorized, empowered and directed on behalf of the Corporation to negotiate, execute and deliver any and all documents or agreements on behalf of the Corporation to facilitate the move of the women's program to a temporary location and provide for the appropriate rehabilitation of any such new facility in order to conform to State and corporation guidelines, including, but not limited to, negotiating and executing all contractor and subcontractor agreements, work orders, and change orders; it is further

There being no further business to come before the meeting, the meeting was adjourned.



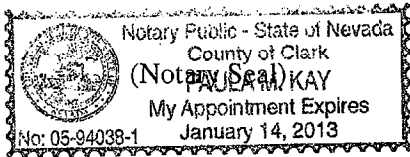
---

Kirk B. Lenhard, Secretary

CONTRACT NO. \_\_\_\_\_

PROVIDER'S ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS.  
 ) COUNTY OF Clark )  
On this 15th day of June, 20 09, before  
me appeared Kirk B. Lenhard  
and N/A, to me known, to be the  
person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the  
Vice President and N/A  
of T.J. Mahoney & Associates,  
the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said  
instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument  
as the free act and deed of the PROVIDER.



By Paula M. Kay  
(Signature)  
Print Name Paula M. Kay  
Date 6/15/2009  
Notary Public, State of Nevada  
My commission expires: 1/14/2013

#  
Doc. Date: \_\_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit  
Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Notary Stamp or Seal)

Notary Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTARY CERTIFICATION

CONTRACT NO. \_\_\_\_\_

### CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

**1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development<sup>1</sup>.**

Pursuant to a delegation of the authority by the Director of Human Resources Development, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes (HRS).

Clayton A. Frank  
(Signature)

7/1/09  
(Date)

Clayton A. Frank  
(Print Name)

Director  
(Print Title)

<sup>1</sup>This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exemptions under §§76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

**2. By the Director of Human Resources Development, State of Hawai'i.**

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes (HRS).

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title, if designee of the Director of DHRD)



CONTRACT NO. \_\_\_\_\_

**PROVIDER'S  
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of: T. J. Mahoney & Associates, Inc.

*(Name of PROVIDER)*

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is\* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14(d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations

\* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACT NO. \_\_\_\_\_

above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER T. J. Mahoney & Associates, Inc.

By   
(Signature)

Print Name Kirk B. Long

Print Title Vice President

Date 6-15-09

### SCOPE OF SERVICES

- A. The Provider agrees to perform those services described in the "Request for Proposals," RFP Number PSD 09-CPS/SA-40, Correctional Work Furlough and Halfway House Program for Women Inmates on Oahu, dated April 17, 2009 and as amended through Addendum A dated May 12, 2009.
- B. Provider shall accept into the program the following types of referrals:
1. Adult sentenced female offenders with community custody transitioning from incarceration to community living.
  2. Adult community custody offenders who have substance abuse problems, are unable to secure and maintain employment, and lack the skill to interact successfully in personal and community relationships.
  3. The Provider shall be required to accept adult female offenders who need assistance to gain the skills, tools, and experience necessary to correct destructive and antisocial behaviors and become productive law abiding citizens unless the service provider presents the Department with justifiable reason that a particular offender should not be accepted into the program. The Department will make the final determination.
- C. Provider shall, in a satisfactory and proper manner as determined by the Department, and in accordance with the terms and conditions of this Agreement, provide and perform the following services unless waived by the Department in specific individual cases:
1. A residential setting appropriate for the successful achievement of the Provider's mission, purpose and goals.
  2. Twenty-four hour security and supervised shelter and living arrangements.
  3. Access to re-entry services, including individual and group therapy sessions, to address critical needs in the areas of substance abuse, domestic violence, physical and sexual abuse, cognitive and life skills.
  4. Compliance with the standards for community residential programs of the American Correctional Association (ACA).

### SCOPE OF SERVICES

5. Monitoring of resident's behavior to ensure compliance with the rules and regulations of the Department of Public Safety, the laws of the State of Hawaii.
6. Substance abuse monitoring including urinalysis testing in conformance with Departmental policies and procedures.
7. Prompt reporting of any violations of the rules and regulations of the Department.
8. Provision of three nutritionally adequate meals per day, two of which will be hot meals, each meal appropriate for the individual program participant's age and medical requirements.
9. Opportunities for participants to engage in meaningful leisure, social and recreational activities.
10. Case management services in coordination with the Department, to include maintenance of case records and periodic or as requested reports and evaluations. Services include referral to public and private social services, vocational placement and agencies, mental health services, and other similar agencies; and monitoring the reintegration process from community residential programming to independent living provided the Department approves the selection of participants.

Access to services that assist participants with employment needs; seeking obtaining, and maintaining approved employment. Transportation to be the responsibility of participant and agreed upon with Service Provider and Department.

11. Assistance with personal budgeting, to insure that participants have a viable plan to meet financial obligations and have the opportunity to accumulate saving for use after release from incarceration.
12. Arrangements for transportation for Department approved medical and dental services, allowing participants with personal health insurance to secure personal medical services with the approval of the Department. Allow participants with personal health insurance to secure personal medical services with the approval of the Department.
13. Access to counseling for participants including crisis intervention when warranted, assistance with family matters and assistance in adjusting to independent living in the community.

## SCOPE OF SERVICES

14. Assistance for participants in renewing, maintaining and achieving positive community and family relationships, and assistance with the formulation and implementation of an individual plan for adjustment to independent community living.
15. Provide access to re-entry services in the areas of cognitive skills, substance abuse, domestic violence, physical and sexual abuse through the provider's personnel or Department approved sub-providers. The Department will approve any cost not itemized in this RFP proposal before payment is made.
16. Monitor participants living independently in the community to ensure their compliance established conditions of the furlough agreement and treatment plans.
17. Assist the Department in providing urinalysis testing for the use of drugs and alcohol in accordance with Department policy and procedures COR.08.10.

### SERVICE ACTIVITIES

#### A. Assessment and Program Plan

Upon arrival, each inmate shall be assigned a case manager who shall conduct a thorough case management intake to assist the inmate to formulate an individualized reentry and transitional plan. The plan shall include attainable goals in the areas of employment, school or vocational training, family, legal, financial, spiritual, and cultural. The case manager is to monitor progress and assist the resident in reformulation of goals.

#### B. Case Management and Follow Up

Residents shall be required to meet with their case manager twice each month for reentry plan and follow-up sessions during which time they discuss changes to goals, accomplishments, problems concerns, or any other relevant matters pertaining to their program participation. The Case Manager shall prepare case notes based upon this discussion. Case Managers shall also document all contacts with ancillary service providers or other collateral contacts in the case file; maintain a chronological log as part of the case file; and documents actions taken with regard to resident participation. In addition to regularly scheduled follow up sessions, residents may sign up to see their case manager during the case manager's regularly scheduled work hours. If there

**SCOPE OF SERVICES**

is an urgent matter, the case manager shall be notified by security personnel, or the resident herself, to arrange to see the resident immediately.

**C. The Resident Step Program**

The step program is a structured, comprehensive personal management system designed to guide residents towards greater freedom and privileges through responsible action. A graduated series of increasing responsibilities and privileges facilitates residents' progress toward independent community living. Progress in the step program is monitored on an ongoing basis.

**D. Community Placement**

After completion of a minimum of six months of program participation, residents who demonstrate readiness through program compliance, completion of program requirements, and responsible living may petition for community placement. This program component is designed to monitor residents living independently in the community prior to their release to parole. Monitoring shall include announced and unannounced, home and employment checks on a regular basis by a Provider staff member. Residents are required to submit weekly schedules outlining their planned whereabouts. Changes in scheduling must be authorized in advance by Provider staff. Residents are required to call the Provider at each location change. They must appear at the Provider's facility a minimum of once weekly for program groups, activities, or one-on-one check-ins. Provider's staff shall be in contact with residents daily to verify adherence to scheduling. Random urinalysis testing shall be conducted a minimum of four times per month in accordance with Provider's protocol. Nightly curfew hours for participants shall be from 9:00 p.m. to 6:00 a.m., with the exception of employment or other authorized obligations. Curfew adherence shall be monitored by random checks via telephone contact or in-person site visits. Successful completion of this component is followed by a recommendation for parole. A resident who is unable to complete this phase successfully may be brought back to the Provider's facility for further in-hour program participation.

**E. The Resident Component**

Within the first week of residency, the Provider's case manager shall conduct a thorough reentry needs assessment with each resident to determine specific transitional needs and create an individual plan. The individualized plan is tailored to address psychological, cultural and economic conditions that led to incarceration and that, if not addressed, may lead to re-incarceration. This

## SCOPE OF SERVICES

requires a multi-disciplinary approach to case management that is reflected in a reentry plan structured to ensure that each resident receives all services necessary to facilitate her transition and improved functioning in the community.

Access to effective gender-specific programming shall be provided for the women offenders to address addiction, domestic violence, physical and sexual abuse, unemployment, dysfunctional family and personal relationships, and cognitive distortions. The Providers reentry component shall include access to treatment and counseling for individuals and groups. Educational meetings and individual discussions are held both on and off site.

Access to Cognitive Restructuring and Skills classes will be provided by the Service Provider.

### F. Life Skills and Attitudes

Personal hygiene, cleanliness of living space, food preparation skills, and pro-social competencies including interpersonal skills, empathy, cooperativeness, problem solving, negotiating, anger control, stress management, social responsibility, and the promotion of positive attitudes shall be addressed on a daily basis.

The Service Provider shall provide access to services that teach cognitive skills that assist in the reframing of thoughts, beliefs, values, and attitudes to ensure more positive outcomes. Cooperation, self-understanding, motivation and the reduction of antisocial behaviors shall be program strategies.

Residents shall be instructed in budgeting and the necessity of savings. They are required to open a bank account and are assisted with learning how to budget their money. They are required to complete projected and actual budget forms each month that are submitted as part of their monthly tracking process.

### G. Employment

The Employment Counselor shall work closely with the resident to determine the type of work best suited for them based on their individual goals and objectives, abilities and skills. The Employment Counselor shall establish and maintain contact with prospective and current employers, serve as a liaison with the community placement services and develop new opportunities through cultivation of related supportive resources.

**SCOPE OF SERVICES**

Time shall be spent with each resident to develop a plan that is feasible and will assist the resident in obtaining suitable employment. Regular follow up shall be conducted to ensure that each resident is taking the necessary steps to accomplish her objectives.

**H. Community Service and Community Involvement**

Residents shall participate in a minimum of eight hours per month in an approved community service project. By participating in community service projects the residents will be able to demonstrate to the community that they can be contributing members of society.

**MANAGEMENT REQUIREMENTS****A. Geographic Coverage of Service**

Service activities shall be provided at 524 Kaaahi Street, Honolulu, Hawaii, 96817, a concrete three-story apartment building complex. Each of the top two floors includes thirteen (13) apartments for a total of twenty six (26) residential units..

Each unit contains a minimum of one bedroom, one private bath, one kitchen/dining area, one living area. Each unit is furnished with beds, dressers, living/dining furniture and a television set. Each Kitchen is properly equipped with a refrigerator, stove/oven, pots, pans, cooking and eating utensils and dishes. Each unit provides residents with a reasonable amount of privacy.

The Provider shall provide 24 hour residential programming for female residents that are referred by the Department of Public Safety. Up to 30 beds will be available for female residents referred by the Department. No staff member or employee of the Provider shall reside at the Facility.

The Facility shall meet all relevant codes and standards for housing female residents. The Facility shall comply with all building, zoning, fire and health codes and ordinances for the State of Hawaii and the City and County of Honolulu. Clearance shall be obtained to operate a community residential program at 524 Kaaahi Street from the Department of Land Utilization.

The Provider shall have a written fire evacuation and emergency plan for the personnel and residents of the Facility. All employees and residents shall be trained in how to perform and follow the established procedures.



**SCOPE OF SERVICES**

The Facility shall be equipped with closed circuit cameras at key locations to monitor the movement of the residents and the surrounding areas. Television monitors are installed in the security office to insure monitoring twenty-four hours per day.

**B. Personnel**

A minimum of two staff members shall be present on site at all times, except in the case of an emergency. One staff member may need to provide transportation for a resident with medical emergency. In this case, the on-call person (Director or Case Manager) shall be notified and ready to assist if necessary. A total of ten security (resident monitor) staff, five full time, and five part time are employed and work shifts of 8 hours each. Staff other than security personnel include: a full time Director, a full time assistant to the Director, a part time Business Manager, two full time Case Managers, a full time Employment Counselor, a part time Life Skills Coach, a part time Community Placement Coordinator, and a half time maintenance person. Additional positions, a part time Educational Coordinator, a part time Computer Instructor, and a part time Ohana Coordinator (cultural) are funded through grants and ancillary fundraising efforts.

Because of the type of correctional clients being referred by the Department, the Provider shall employ staff that is suitable to deal with these clients. No persons currently serving a criminal sentence (i.e., on furlough from a correctional facility, on probation, on parole, or under the terms of a DAG/DANC plea) shall be hired by the service provider or sub-provider. Any employee with a criminal history shall be subject to review and approval by the Department. The Department shall review and agree to the employment of staff in writing. Any changes of staff must be agreed upon, in writing, by the Department.

The Provider shall not use employees or staff employed by the State of Hawaii to deliver services unless the employee works without salary, reimbursement, or compensation by the Provider.

The Service Provider and/or Sub-Provider shall maintain a copy of the Hawaii Revised Statute, Section 707-731, Sexual Assault in the Second Degree and Section 707-732, Sexual Assault in the Third Degree in each of their employees file who provide services to any person committed to the custody of the Director of Public Safety (PSD) for imprisonment pursuant to chapter 706, including a probationer serving a term of imprisonment pursuant to section 706-624(2)(a) and a

**SCOPE OF SERVICES**

misdemeanant or petty misdemeanor sentenced pursuant to section 706-663 as having received notice of this statute.

**C. Quality Assurance and Evaluation Specifications**

The Corrections Program Services Division Administrator (CPSA) shall monitor the Provider's instructors' compliance and evaluate services performed. Unacceptable professional practice or deviation from the curriculum shall be evaluated by the CPSA who may at any time recommend suspension of the services under the provisions of this agreement. Prior to such suspension of the agreement by the Department, the Provider shall be allowed to make every effort to correct any perceived unprofessional conduct by its Counselors and shall be given reasonable time to do so. Reasonable time shall be determined by the Department, but 30 days is typical.

**D. Reporting Requirements for Program and Fiscal Data**

As ruled by the Office of Information Practices, the Department may withhold from inspection by the inmate or her attorney all confidential progress reports, assessment reports, and counseling recommendations provided by the Provider, unless instructed otherwise by the Department of the Attorney General. Hawaii Revised Statutes, Chapter 92, Section F-22 (1)(B) prohibits the release of confidential records submitted to criminal justice agencies.

Whenever the Provider is requested by the offender, her family, or her attorney to provide assessment reports or treatment reports to the inmate, her family, or her attorney, the Provider shall inform the requesting party that such reports are the property of the Department and all requests should be directed to the Department Contact Person. The Provider shall notify the WCCC Staff that such a request was made. The Provider shall not release such reports directly to the offender or to any party representing the offender.

Whenever the Provider is requested by agents from another criminal justice or law enforcement agency (e.g., Adult Probation, Child Protective Services, etc.) to provide assessment reports or treatment progress reports to the agency, the Provider shall not release such report directly to the requesting agency but shall inform the agency to direct their request to the Department's Corrections Program Services Division Administrator.

**SCOPE OF SERVICES**

Whenever the Provider is contacted by agents from another criminal justice or law enforcement agency and asked to supply unofficial verbal comments about any offender under the Provider's care, the Provider shall refer the inquiry to the WCCC Staff.

The Provider shall be candid in notifying the WCCC Staff in writing: (a) of additional treatment recommendations needed by each offender; and/or (b) of concerns paramount to the preservation of community safety.

The Provider shall assist and provide, when appropriate, input into the development of a correctional program and individual furlough or release agreement for each selected resident within the Department. The Department shall make available for the Provider's review the following:

- a. Institutional File
- b. Facility's Work File
- c. WCCC Treatment File

The Provider shall assist the resident in fulfilling and complying with all provisions of said furlough or release agreement with the Department. The Provider shall report any violation of the individual furlough or release agreement by a resident to the Department in accordance with agreed upon procedures.

The Provider shall be required to submit monthly or as requested, progress reports on individual residents in the program. These reports ("Individual Progress Report", and Life Skills Progress Notes") shall include information on the inmate's progress status; change plan with measurable goals, significant changes, and family participation/non-participation. Also required by the Provider are weekly attendance reports of inmates in education/group as well as family treatment. The Provider shall provide all forms on which the information must be submitted. The Department shall agree to the content and format of all forms submitted by the Provider.

The Provider shall provide a detailed description of its outcome evaluation and measures of effectiveness and should include, but not limited to:

- Total number of offenders referred for residential work release.
- Number of offenders accepted into the program.
- Number of offenders terminated from the program as a result of a misconduct.

### SCOPE OF SERVICES

- Number of offenders returned to prison as a result of a criminal offense.
- Number of offenders referred to each reentry component.
- Number of offenders completing each reentry component.
- Number of offenders completing the program and placed on extended furlough.
- Number of offenders completing the program and paroled.

The Service Provider will be required to submit:

1. Program reports filed separately from billings and marked "confidential" and forwarded to the Substance Abuse Program Manager.
2. Monthly reports to the Department detailing its expenditures, operational activities, progress and problems. Attached to each report shall be an Attendance Sheet that will include:
  - \* The date and time of each reentry service, whether completed or interrupted.
  - \* A roster of residents who attended each session.
  - \* For absent resident, whether they were excused or unexcused.
  - \* A signed copy of the Attendance Sheet by provider as to accuracy and authenticity.
3. Monthly activity reports, in a format to be approved by the Department, no later than the 10<sup>th</sup> of each month.
4. Quarterly line item expenditure reports, in a format to be approved by the Department, no later than 30 days after the close of each fiscal quarter.
5. Report of any knowledge of criminal activity by an inmate, whether potential or actual, to the Department in accordance with agreed upon procedures.
6. Facility inspection to evaluate maintenance of facility as to safety and sanitation in accordance to the laws, codes and ordinances of the State of Hawaii and the City and County of Honolulu.
7. Service provider will be responsible for maintaining a log of urinalysis test results to be submitted to the Women's Community Correctional Center each month.

## **LIST OF EXHIBITS**

**EXHIBIT A: Handbook for Contract Employees  
(for informational purposes only)**

# A HANDBOOK FOR CONTRACT EMPLOYEES

*State Of Hawaii*  
Department Of Public Safety  
Corrections Program Services  
919 Ala Moana Blvd., Suit 405  
Honolulu, Hawaii 96814  
587-1266

Rev:06/04

SPO.H (Rev. 4/06)

## **INTRODUCTION**

When inmates come into the program, they remain inmates. They are furloughed from the prison and the program is their housing assignment. They continue to be under the custody of the Director Of Public Safety. Part of the terms and conditions of the contract with The Department Of Public Safety is that the provider/contractor and their employees will comply with all laws, Department Policy and Procedures, and the American Correctional Association Standards. As a result, there are some differences and additional requirements.

## **PITFALLS OF WORKING WITH INMATES**

**OVER IDENTIFYING:** One of the biggest mistakes that staff can make is over identifying with an inmate. Staff who are recovering from addictions often view the inmate as being sick. Frequently they see themselves as being no different from inmates and state "There but for the Grace of God Go I". Many staff get into the helping fields for the right reasons. However, they believe that in order to be effective they need to share their "testimony" or "Experience strength and hope with each other that we may solve our common problem". They believe that somehow they must establish common ground. The error of this thinking is self evident. Being professional does not mean trying to convert someone to your way of thinking. Neither does it mean or imply that it is part of the staff person's recovery to be working in the field. It is highly recommended that all recovering staff have outside support systems and not use their job to get their recovery needs met.

Inmates like to point out that staff are no different from them. They often state that staff just didn't get caught. They also like to state that they did it only to support a drug habit. As a general rule, this is completely false. Most inmates commit numerous crimes. The truth is that most criminals have a lifestyle of lying and blaming others, and staff don't. Criminal thinking is often an additional problem to addiction. By every means possible, they avoid accepting personal responsibility. As a result many simply do not have any guilt or remorse. They may pretend that they do and even cry. Tears can and are frequently used as a form of manipulation. Although substance abusers and addicts do this, it is not done the same way that criminals do.

**TRASH TALKING:** Another major area is "trash talking", "street talk", "jiving", etc. This type of communication only serves to establish a personal as opposed to a professional relationship. When staff engage in this behavior, inmates usually act friendly. However, they often consider this as a form of disrespect.

**TAKING SIDES:** Another extremely destructive game is when staff to take sides against the institution or other staff on behalf of the inmate. Sometimes staff will share their problems and disagreements with the program or other staff to inmates. Staff who engage in these behaviors lose objectivity. Even inmates who are motivated can feel trapped. This is counter therapeutic and causes havoc. It is so destructive that it can and does shut down all benefits. Being professional means putting our personal feelings aside.

**WATCH WHAT YOU SAY:** Staff frequently joke around and make off the wall comments. Sometimes they will engage in conversations when inmates are around. Staff need to be vigilant at all times. Inmates do try to listen in on our conversations. They can and do use information for all kinds of things including attempting to set up staff.